

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

**DAVID DICKENS, individually on behalf of
those similarly situated,**

Plaintiff,

v.

J.G. WENTWORTH HOME LENDING LLC,

Defendant.

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Civil Action No.: 4:17-cv-00642-KPJ

AGREED FINAL JUDGMENT

Pending before the Court is the parties' Joint Motion to Dismiss and Approve Settlement (Dkt. 120). The Court, based on the agreement of the parties, hereby **GRANTS** the Amended Motion to Dismiss and Approve Settlement (Dkt. 120).

On September 12, 2017, Plaintiff David Dickens filed this collective action on behalf of himself and an allegedly similarly-situated group of individuals (collectively, "Plaintiffs") against Defendant J.G. Wentworth Home Lending LLC ("Defendant" or "Wentworth") (together, the "Parties") claiming violations of the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 *et seq.*, alleging that Wentworth failed to pay Plaintiffs overtime hours for work in excess of forty hours per week. *See* Dkt. 12. The parties engaged in written discovery. On February 19, 2019, the parties consented to proceed before the United States Magistrate Judge in this matter. *See* Dkts. 121, 123.

The Parties ultimately negotiated a settlement that will fully and finally resolve all of Plaintiffs' claims. The Court has reviewed the Confidential Settlement Agreement and the record as a whole, and hereby holds as follows:

Plaintiffs believe that their claims have merit and have pursued them vigorously. Defendant denies Plaintiffs' allegations and aver that it has not committed any unlawful practices under the FLSA. The Parties have concluded that the further conduct of this action would be protracted and expensive. To limit further expense and inconvenience, the Parties have agreed to fully and finally settle this matter and aver that this settlement resolves a *bona fide* dispute under the FLSA.

The Court finds the settlement, and the terms of the settlement, to be fair and reasonable and the result of a reasonable compromise of genuine and serious *bona fide* disputes of law and fact between the parties. The Parties' Joint Motion to Dismiss and Approve Settlement is **GRANTED**. The Confidential Settlement Agreement, attached to the Joint Motion to Dismiss and Approve Settlement, is hereby **APPROVED** by the Court and is binding and enforceable against Plaintiffs.

In accordance with the terms of the Settlement Agreement, it is hereby **ORDERED**:

As set forth in the Confidential Settlement Agreement, all claims Plaintiffs may have against Defendant relating to Plaintiffs' wages and hours during their employment with Wentworth, including any of Wentworth's affiliates or related entities, organizations, officers, owners, directors, shareholders, employees, attorneys and/or representatives, including, but not limited to, claims under the FLSA, are hereby **DISMISSED**.

Each Plaintiff is hereby deemed to have agreed to the Confidential Settlement Agreement. Cashing or otherwise negotiating any check issued to a Plaintiff per the terms of the settlement constitutes and shall be deemed additional evidence of acceptance of the settlement and acceptance of the terms of the Confidential Settlement Agreement and this Order. By reason of the payments contemplated by this Order, Plaintiffs have now been paid in full for all hours

worked for Wentworth to the date of the execution of the Confidential Settlement Agreement and are owed no further monies for any such services or work performed prior to that date.

All claims specified above, including but not limited to, all claims and causes of action asserted in this lawsuit, are hereby **DISMISSED WITH PREJUDICE**. Each party shall bear and pay for its own costs and attorney's fees. The Confidential Settlement Agreement submitted to this Court under seal shall be treated as confidential.

This Order is part of a settlement and compromise between the Parties and may not be used in any other proceeding or for any other purpose by anyone. This Order is binding on all Parties to this case, including all opt-in Plaintiffs. This Order will become final upon entry.

The Court will retain jurisdiction over the lawsuit to enforce the Confidential Settlement Agreement, if necessary.

All relief not previously granted is **DENIED**. The Clerk of Court is directed to **CLOSE** this civil action.

IT IS SO ORDERED.

SIGNED this 22nd day of February, 2019.

A handwritten signature in black ink, appearing to read 'K. Priest Johnson', written over a horizontal line.

KIMBERLY C. PRIEST JOHNSON
UNITED STATES MAGISTRATE JUDGE